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Attorneys for Defendant/Third Party Plaintiff
7 Martin Guzman Perez and Defendant Martin
Guzman Perez d/b/a El Rayo Transportation
8 erroneously sued as El Rayo

9
10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA, SOUTHERN DIVISION

12 DEYSSI JANNETH PRADO-GUAJARDO,
an Individual,

13 Plaintiff,

14 vs.

15 MARTIN GUZMAN PEREZ, and
16 Individual; EL RAYO, and DOES I-X,
unknown persons; and ROE BUSINESS
17 ENTITIES I-X, inclusive,

18 Defendant.

19 MARTIN GUZMAN PEREZ, and
20 Individual,

21 Third Party Plaintiff,

22 vs.

23 SHAYNA DIAZ, and Individual; DOES I-X,
unknown persons; inclusive,

24 Third Party Defendants.
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CASE NO. 2:16-CV-00546-GMN-VCF

STIPULATION AND ORDER TO DISMISS
PLAINTIFF'S COMPLAINT WITH
PREJUDICE

1 STIPULATION AND ORDER TO DISMISS PLAINTIFF'S COMPLAINT WITH
2 PREJUDICE

3 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff DEYSSI
4 JANNETH PRADO-GUAJARDO, and Defendants MARTIN GUZMAN PEREZ and EL
5 RAVO TRANSPORTATION, that Plaintiff's Complaint in the above-entitled action shall be
6 dismissed, with prejudice.

7 IT IS FURTHER STIPULATED AND AGREED that that each party is to bear their
8 own attorneys' fees and costs.

9 IT IS FURTHER STIPULATED AND AGREED that Defendants MARTIN GUZMAN
10 PEREZ and EL RAVO TRANSPORTATION shall pay Plaintiff DEYSSI JANNETH PRADO-
11 GUAJARDO a sum of \$275,000.00 in an exchange for a dismissal, with prejudice which
12 unconditionally releases, acquits and forever discharges Defendants MARTIN GUZMAN
13 PEREZ and EL RAVO TRANSPORTATION from all claims, demands, damages, debts,
14 causes of action, suits, or liability of any kind or nature whatsoever, whether known or
15 unknown, which Plaintiff DEYSSI JANNETH PRADO-GUAJARDO has ever had, now
16 have, or claims to have against Defendants MARTIN GUZMAN PEREZ and EL RAVO
17 TRANSPORTATION and related companies and subsidiaries and their officers, directors,
18 servants, employees, agents and/or attorneys upon or by reason of any matter, cause or
19 thing whatsoever occurring or arising out of the facts, circumstances and events which
20 relate, in any way, to the incident that gave rise to the subject lawsuit.

21 IT IS FURTHER STIPULATED AND AGREED that Plaintiff DEYSSI JANNETH
22 PRADO-GUAJARDO releases the following claims against Defendants MARTIN GUZMAN
23 PEREZ and EL RAVO TRANSPORTATION:

24 1. Bodily injury, personal injury, wrongful death, medical malpractice, property,
25 loss of consortium, compensatory, emotional, consequential, pecuniary, general, special,
26 economic, hedonic, punitive, hedonic or exemplary damages.

27 2. Attorneys' fees, costs or prejudgment or post-judgment interest;

28 3. Statutory, protected, perfected, known or unknown liens resulting from or out

1 of Plaintiff's medical care in this matter; or

2 4. Any other measure or theory of damages actually or allegedly recoverable
3 under law or equity, whether or not actually alleged in the Claim arising out of the Accident.

4 IT IS FURTHER STIPULATED AND AGREED that Plaintiff DEYSSI JANNETH
5 PRADO-GUAJARDO specifically acknowledges that she will remain liable for any and all
6 liens resulting from the medical providers related to services rendered as a result of the
7 injuries sustained in the subject accident, and any other provider that treated Plaintiff
8 DEYSSI JANNETH PRADO-GUAJARDO for any injuries resulting from the Accident,
9 including those providers not specifically disclosed to Defendants.

10 Plaintiff DEYSSI JANNETH PRADO-GUAJARDO further specifically acknowledges
11 that she will remain liable for any and all liens from prior attorneys, related to services
12 rendered as a result of the representation for the subject accident.

13 Plaintiff DEYSSI JANNETH PRADO-GUAJARDO specifically acknowledge and
14 represent that she will remain liable for any healthcare lien, including, but not limited to
15 health insurance medical lien and that they agree to defend and indemnify Defendants
16 should any medical insurer proceed against them, or one of them, for any action arising out
17 of the Accident or the settlement therein.

18 Plaintiff DEYSSI JANNETH PRADO-GUAJARDO specifically acknowledge and
19 represent that she will agree to defend and indemnify Defendants should any medical
20 provider, physician, facility or lien holder proceed against them for any action arising out of
21 the Accident or the settlement therein.

22 IT IS FURTHER STIPULATED AND AGREED that Plaintiff DEYSSI JANNETH
23 PRADO-GUAJARDO is not a Medicare recipient and therefore agrees to hold harmless
24 and indemnify the Defendants for any pre-settlement Medicare conditional payments
25 reimbursement demanded or required by the Medicare Secondary Payer Recovery
26 Contractor (MSPRC), CMS, collection agency or any other governmental entity, currently
27 known, discovered or demanded in the future.

28 IT IS FURTHER STIPULATED AND AGREED the parties have considered

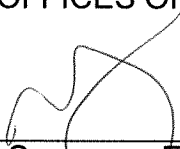
1 Medicare's interests in this settlement and Defendants have determined that an allocation
2 for future Medicare covered expenses is not required due to the fact that Plaintiff DEYSSI
3 JANNETH PRADO-GUAJARDO is not Medicare or CMS eligible and has no future
4 medical care is recommended directly related to the subject accident. Further, Plaintiff
5 DEYSSI JANNETH PRADO-GUAJARDO acknowledges that she understands that
6 Defendants are making this settlement agreement specifically denying any liability, and for
7 economic purposes only.

8 DATED: June 13th, 2018.

DATED: June 13th, 2018.

9 LAW OFFICES OF DAVID SAMPSON

LEWIS BRISBOIS BISGAARD & SMITH LLP

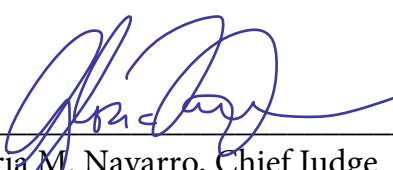
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24 Las Vegas, Nevada 89118
25 Attorneys for Defendants
26 MARTIN GUZMAN PEREZ and EL RAVO
27 TRANSPORTATION

18 ORDER

19 IT IS SO ORDERED.

20 DATED this 20 day of June, 2018.

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23 Gloria M. Navarro, Chief Judge
24 UNITED STATES DISTRICT COURT
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